

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

TYSON AND BILLY ARCHITECTS, PC	§	
Plaintiff,	§	
	§	
	§	
VS.	§	
	§	
	§	
KINGDOM PERSPECTIVES, G.P., LTD.	§	
JIM LAPORTE and JONATHAN PINO,	§	CIVIL NO. 6:19-CV-00053-JDK-JDL
Defendants.	§	
	§	
	§	
VS.	§	
	§	
	§	
CHAD ENCHEFF AND C&E GROUP	§	
GENERAL CONTRACTORS INC.	§	

DEFENDANT, KINGDOM PERSPECTIVES, G.P., LTD.’S
IMPLEADER OF CHAD ENCHEFF AND
C&E GROUP GENERAL CONTRACTORS INC.

Defendant, Kingdom Perspectives, G.P., Ltd. (“Kingdom Perspectives”), impleads Chad Encheff (“Encheff”) and C&E Group General Contractors, Inc. (“C&E Group”) as party Defendants, pursuant to Federal Rule of Civil Procedure 14 as follows:

I. INTRODUCTION

Plaintiff claims entitlement to foreclosure of a mechanics and materialman’s lien on certain property of Kingdom Perspectives by reason of work allegedly performed on the property pursuant to a contract with Canton Hotel Joint Venture, LLC. Kingdom Perspectives would show the Court that Plaintiff’s claims for the work performed which forms the basis for Plaintiff’s Complaint are properly brought against Encheff and C&E Group, not Kingdom Perspectives.

II. PLAINTIFF'S COMPLAINT

Plaintiff claims entitlement to foreclosure of a Mechanic's and Materialman's Lien pursuant to the Texas Property Code. However, the Complaint specifically states that the contract upon which Plaintiff relies to establish its entitlement to the lien was an agreement between Plaintiff and an entity called "Canton Hotel Joint Venture." The complaint does not fully disclose that, in fact, the entity is actually a Texas Limited Liability Company.

Plaintiff may very well have provided services for which it was not paid, but it did not have a contract with Kingdom Perspectives upon which it can claim benefit. Additionally, Plaintiff's claim for *quantum meruit* fails to allege any specific benefit rendered to Kingdom Perspectives. In short, Plaintiff's complaint fails to state any viable claim for relief against Kingdom Perspectives.

Additionally, Kingdom Perspectives would show the Court that Plaintiff was retained by Cross-Defendants Encheff and C&E Group, Inc, not Kingdom Perspectives. Encheff and C&E Group, Inc. have a long-standing relationship with Plaintiff. Plaintiff provided services to Encheff/C&E Group, Inc. pursuant to its long-standing relationship, not as a result of any contract with Kingdom Perspectives, nor any actual or apparent authority given to Encheff/C&E Group, Inc. by Kingdom Perspectives.

III. STANDARD FOR RULE 14 IMPLEADER

A defendant, as a third-party plaintiff, may bring into the suit any third party who may be liable to the defendant or to the plaintiff for all or part of the plaintiff's claim against the defendant. FRCP 14(a)(1); *Discovery Grp. v. Chapel Dev., LLC*, 574 F.3d 986, 989 n.* (8th Cir.2009); *FDIC v. Bathgate*, 27 F.3d 850, 873 (3d Cir.1994), *O'Connor's Federal Rules * Civil Trials* Ch. 3-L, § 5. When considering a Rule 14 impleader, the Court should consider whether the third party defendant must be "liable secondarily to the original defendant in the event that

the latter is held liable to the plaintiff.” *Se. Mortg. Co. v. Mullins*, 514 F.2d 747, 749 (5th Cir. 1975).

IV. PLAINTIFF’S COMPLAINT NECESSARILY IMPLICATES JOINDER OF ENCHEFF/C&E GROUP

Plaintiff’s Complaint attached a contract (Doc. 1-1) upon which it bases its claim. The contract was signed by Mr. Encheff, purportedly on behalf of Canton Hotel Joint Venture, LLC, not Kingdom Perspectives. Plaintiff also sent a demand letter (Doc. 1-3), addressed to, *inter alia*, Chad Encheff/C&E Group, Inc. which demanded payment for the same services upon which Plaintiff bases its Complaint filed against Kingdom Perspectives. Plaintiff also sent notice (Doc. 1-5) of the Mechanic’s and Materialman’s Lien affidavit filed in Van Zandt County to Encheff/C&E Group.

While Encheff did file a personal bankruptcy petition; however, that petition was dismissed. There is no legal reason, other than its long-standing relationship with Encheff/C&E Group, for Plaintiff not to pursue this claim against the person/entity that hired it to perform the work made the basis of its Complaint.

V. PLAINTIFF’S CLAIM ALSO INCLUDES ENCHEFF/C&E GROUP, INC.

Plaintiff alleges that it rendered valuable service to Canton Hotel Joint Venture and has joined parties which it considers to be ‘partners’ of that joint venture. Encheff/C&E Group were members of the Canton Hotel Joint Venture, LLC. While Kingdom Perspectives denies any liability to Plaintiff for the architectural services performed, Encheff/C&E Group, through its long-standing relationship with Plaintiff retained Plaintiff to perform architectural services for the hotel project. Therefore, if there was an agreement which was breached, it was the agreement between Plaintiff and Encheff/C&E Group.

VI. JOINDER OF ENCHEFF/C&E GROUP GENERAL CONTRACTORS, INC.

Kingdom Perspectives hereby joins Encheff and C&E Group, Inc. as Cross-Defendants. Chad Encheff can be served with process at 10560 Fallow Lane, Conroe, Texas 77303 or 12900 Walden Road #408, Montgomery, Texas 77356 or wherever he may be found. C&E Group General Contractors, Inc. may be served by serving Chad Encheff, its president at 10560 Fallow Lane, Conroe, Texas 77303 or 12900 Walden Road #408, Montgomery, Texas 77356 or wherever he may be found.

Kingdom Perspectives would show the Court the Encheff/C&E Group are jointly and severally liable for any and all amounts claimed by Plaintiff.

VII. CONCLUSION

Kingdom Perspectives prays that Chad Encheff and C&E Group General Contractors, Inc. be joined as Cross-Defendants in this action and for such other and further relief to which it is justly entitled.

Respectfully submitted,

/s/ William S. Hommel, Jr.

William S. Hommel, Jr.

State Bar No. 09934250

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ATTORNEY FOR DEFENDANT
KINGDOM PERSPECTIVES, G.P., LTD.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant's Impleader of Chad Encheff and C&E Group General Contractors, Inc. has been served on all counsel of record on this the 23rd day of April, 2019.

/s/ William S. Hommel, Jr.
William S. Hommel, Jr.